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JONATHAN Y DESIGNS , INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SIMPLEHUMAN, LLC,  
a California Limited Liability Company

Plaintiff,

v.

JONATHAN Y DESIGNS, INC. D/B/A  
HAPPIMESS,  
a New York Corporation

Defendant.

Civil Action No. 22-cv-3965-AB  
(MARx)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

1     1.     INTRODUCTION

2             1.1     PURPOSES AND LIMITATIONS

3             Discovery in this action is likely to involve production of confidential,  
4     proprietary, or private information for which special protection from public  
5     disclosure and from use for any purpose other than prosecuting this litigation may  
6     be warranted. Accordingly, the parties hereby stipulate to and petition the Court  
7     to enter the following Stipulated Protective Order. The parties acknowledge that  
8     this Order does not confer blanket protections on all disclosures or responses to  
9     discovery and that the protection it affords from public disclosure and use extends  
10    only to the limited information or items that are entitled to confidential treatment  
11    under the applicable legal principles. The parties further acknowledge, as set forth  
12    in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
13    to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14    procedures that must be followed and the standards that will be applied when a  
15    party seeks permission from the Court to file material under seal.

16            1.2     GOOD CAUSE STATEMENT

17            This action is likely to involve trade secrets, customer and pricing lists and  
18    other valuable research, development, commercial, financial, technical and/or  
19    proprietary information for which special protection from public disclosure and  
20    from use for any purpose other than prosecution of this action is warranted. Such  
21    confidential and proprietary materials and information consist of, among other  
22    things, confidential business or financial information, information regarding  
23    confidential business practices, or other confidential research, development, or  
24    commercial information (including information implicating privacy rights of  
25    third parties), information otherwise generally unavailable to the public, or which  
26    may be privileged or otherwise protected from disclosure under state or federal  
27    statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
28    flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the  
 2 parties are entitled to keep confidential, to ensure that the parties are permitted  
 3 reasonably necessary uses of such material in preparation for and in the conduct  
 4 of trial, to address their handling at the end of the litigation, and serve the ends of  
 5 justice, a protective order for such information is justified in this matter. It is the  
 6 intent of the parties that information will not be designated as confidential for  
 7 tactical reasons and that nothing be so designated without a good faith belief that  
 8 it has been maintained in a confidential, non-public manner, and there is good  
 9 cause why it should not be part of the public record of this case.

## 10 2. DEFINITIONS

11 2.1 Action: this pending federal lawsuit, *simplehuman LLC v. Jonathan*  
 12 *Y Designs Inc. d/b/a happimess*, 22-cv-3965-AB (MARx) (C.D. Cal.).

13 2.2 Challenging Party: a Party or Non-Party that challenges the  
 14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless  
 16 of how it is generated, stored, or maintained) or tangible things that qualify for  
 17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 18 the Good Cause Statement.

19 2.4 Counsel: attorneys who are not employees of a Party to this Action  
 20 or the New York Action but are retained to represent or advise a Party to this  
 21 Action or the New York Action and have appeared in this Action or the New York  
 22 Action on behalf of that Party or are affiliated with a law firm that has appeared  
 23 on behalf of that Party, and includes support staff.

24 2.5 Designating Party: a Party or Non-Party that designates information  
 25 or items that it produces in disclosures in responses to discovery as  
 26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 27 ONLY.”

28 2.6 Disclosure or Discovery Material: all items or information

1 regardless of the medium or manner in which it is generated, stored, or maintained  
2 (including among other things, testimony, transcripts, and tangible things), that  
3 are produced or generated in disclosures or responses in discovery in this Action  
4 or the New York Action.

5 2.7 Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to this Action or the New York Action who has been retained by  
7 a Party or its Counsel to serve as an expert witness or as a consultant in this Action  
8 or the New York Action.

9 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
10 Information or Items: “CONFIDENTIAL” Information or Items that in the good  
11 faith belief of such Party and its Counsel are among that considered to be most  
12 sensitive by the Party, including but not limited to trade secret or other  
13 confidential research, development, financial or other commercial information.

14 2.9 New York Action: *simplehuman LLC v. Jonathan Y Designs Inc.*  
15 *d/b/a happiness*, 1:22-cv-6052 (AKH) (S.D.N.Y.).

16 2.10 Non-Party: any natural person, partnership, corporation, association,  
17 or other legal entity not named as a Party to this Action or the New York Action.

18 2.11 Party: any party to this Action or the New York Action, including all  
19 of its officers, directors, employees, consultants, retained experts, and Counsel  
20 (and their support staffs).

21 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action or the New York Action.

23 2.13 Professional Vendors: persons or entities that provide litigation  
24 support services and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY.”

28 2.15 Receiving Party: a Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only  
4 Protected Material, but also (1) any information copied or extracted from  
5 Protected Material; (2) all copies, excerpts, summaries, or compilations of  
6 Protected material, and (3) any testimony, conversations, or presentations by  
7 Parties or their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial will be governed by the orders of the  
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 4. DURATION

11 Even after final disposition of this Action and the New York Action, the  
12 confidentiality obligations imposed by this Order will remain in effect until a  
13 Designating Party agrees otherwise in writing or a court order otherwise directs.  
14 Final disposition will be deemed to be the later of (1) dismissal of all claims and  
15 defenses in this Action and the New York Action, with or without prejudice; and  
16 (2) final judgment herein after the completion and exhaustion of all appeals,  
17 rehearings, remands, trials, or reviews of this Action and the New York Action,  
18 including the time limits for filing any motions or applications for extension of  
19 time pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for  
22 Protection.

23 Each Party or Non-Party that designates information or items for protection  
24 under this Order must take care to limit any such designation to specific material  
25 that qualifies under the appropriate standards. The Designating Party must  
26 designate for protection only those parts of material, documents, items, or oral or  
27 written communications that qualify so that other portions of the material,  
28 documents, items, or communications for which protection is not warranted are

1 not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited.  
3 Designations that are shown to be clearly unjustified or that have been made for  
4 an improper purpose (e.g., to unnecessarily encumber the case development  
5 process or to impose unnecessary expenses and burdens on other parties) may  
6 expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that  
8 it designated for protection do not qualify for protection, that Designating Party  
9 must promptly notify all other Parties that it is withdrawing the inapplicable  
10 designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided  
12 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
14 protection under this Order must be clearly so designated before the material is  
15 disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix at a minimum, the legend  
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
21 ONLY" (as applicable) (hereinafter the "legend"), to each page that contains  
22 Protected Material. If only a portion or portions of the material on a page qualifies  
23 for protection, the Producing Party also must clearly identify the protected  
24 portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for  
26 inspection need not designate them for protection until after the inspecting Party  
27 has indicated which documents it would like copied and produced. During the  
28 inspection and before the designation, all of the material made available for

1 inspection will be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY.” After the inspecting Party has identified the documents it wants copied  
3 and produced, the Producing Party must determine which documents, or portions  
4 thereof, qualify for protection under this Order. Then, before producing the  
5 specified documents, the Producing Party must affix the applicable “legend” to  
6 each page that contains Protected Material. If only a portion or portions of the  
7 material on a page qualifies for protection, the Producing Party also must clearly  
8 identify the protected portion(s) (e.g., by making appropriate markings in the  
9 margins).

10 (b) for testimony given in depositions that the Designating Party identify  
11 the Disclosure or Discovery Material on the record, before the close of the  
12 deposition, or within ten days of the close of the deposition, all protected  
13 testimony.

14 (c) for information produced in some form other than documentary and for  
15 any other tangible items, that the Producing Party affix in a prominent place on  
16 the exterior of the container or containers in which the information is stored the  
17 applicable legend. If only a portion or portions of the information warrants  
18 protection, the Producing Party, to the extent practicable, will identify the  
19 protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party’s right to secure protection under this Order for such  
23 material. Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

## 26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
28 designation of confidentiality at any time that is consistent with the Court’s



1 Scheduling Order.

2       6.2 Meet and Confer. The Challenging Party will initiate the dispute  
3 resolution process under Local Rule 37-1 et seq.

4       6.3 Joint Stipulation. Any challenge submitted to the Court shall be via  
5 a joint stipulation pursuant to Local Rule 37-2.

6       6.4 Burdens. The burden of persuasion in any such challenge proceeding  
7 will be on the Designating Party. Frivolous challenges, and those made for an  
8 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
9 other parties) may expose the Challenging Party to sanctions. Unless the  
10 Designating Party has waived or withdrawn the confidentiality designation, all  
11 parties will continue to afford the material in question the level of protection to  
12 which it is entitled under the Producing Party's designation until the Court rules  
13 on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15       7.1 Basic Principles. A Receiving Party may use Protected Material that  
16 is disclosed or produced by another Party or by a Non-Party in connection with  
17 this Action only for prosecuting, defending, or attempting to settle this Action or  
18 the New York Action. Such Protected Material may be disclosed only to the  
19 categories of persons and under the conditions described in this Order. When the  
20 Action has been terminated, a Receiving Party must comply with the provisions  
21 of section 13 below (FINAL DISPOSITION).

22       Protected Material must be stored and maintained by a Receiving Party at  
23 a location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25       7.2 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
26 ONLY" Information or Items. Unless otherwise ordered by the Court or  
27 permitted in writing by the Designating Party, a Receiving Party may disclose  
28 any information or item designated "HIGHLY CONFIDENTIAL –



1 ATTORNEYS' EYES ONLY" only to:

2 (a) the Counsel and their support staff;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 "Acknowledgment and Agreement to Be Bound" (Exhibit A) and for whom the  
6 Receiving Party has complied with the following procedure: before access is  
7 given, the consultant or expert's signed Acknowledgement and Agreement to Be  
8 Bound is served on the Producing Party with a current curriculum vitae of the  
9 consultant or expert, including a list of other cases in which the individual has  
10 provided a report or testified (at trial or deposition) within the past four years and  
11 a list of the companies that the individual has been employed by or provided  
12 consulting services to within the past four years; the Producing Party then has ten  
13 business days to object in writing to the disclosure of Protected Material; the  
14 parties agree to promptly confer and use good faith to resolve any objection; if  
15 the parties are unable to resolve any objection, the Producing Party may file a  
16 motion for a protective order with the Court within fifteen days of Receiving  
17 Party's receipt of the objection in writing; the Producing Party will have the  
18 burden of proving the need for a protective order;

19 (c) the Court and its personnel;

20 (d) court reporters and their staff;

21 (e) professional jury or trial consultants, mock jurors, and Professional  
22 Vendors to whom disclosure is reasonably necessary for this Action and who have  
23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (f) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information; and

26 (g) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.

28 7.3 Disclosure of "CONFIDENTIAL" Information or Items.

1 Unless otherwise ordered by the Court or permitted in writing by the  
2 Designating Party, a Receiving Party may disclose any information or item  
3 designated “CONFIDENTIAL” only to:

4 (a) any person who may view information or items designated as  
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under  
6 Section 7.2; and

7 (b) the officers, directors, and employees of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
10 IN ANOTHER LITIGATION

11 The parties agree that discovery in this Action and the New York Action shall be  
12 shared, and any document produced in this Action shall be deemed produced in  
13 the New York Action. No Party waives objections to the admissibility of  
14 documents or information in either this Action or the New York Action.

15 If a Party is served with a subpoena or court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
18 “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification will  
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order  
22 to issue in the other litigation that some or all of the material covered by the  
23 subpoena or order is subject to this Protective Order. Such notification will  
24 include a copy of this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued  
26 by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served  
28 with the subpoena or court order will not produce any information designated in

1 this action as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
2 “CONFIDENTIAL” before a determination by the court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party will bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this  
7 Action to disobey a lawful directive from another court.

8 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a  
11 Non-Party in this Action and designated as “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party will:

20 (1) promptly notify in writing the Requesting Party and the Non-  
21 Party that some or all of the information requested is subject to a  
22 confidentiality agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s),  
25 and a reasonably specific description of the information requested;  
26 and

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this Court within  
2 14 days of receiving the notice and accompanying information, the Receiving  
3 Party may produce the Non-Party's confidential information responsive to the  
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
5 Party shall not produce any information in its possession or control that is subject  
6 to the confidentiality agreement with the Non-Party before a determination by the  
7 Court. Absent a Court order to the contrary, the Non-Party shall bear the burden  
8 and expense of seeking protection in this Court of its Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has  
11 disclosed Protected Material to any person or in any circumstance not authorized  
12 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
13 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
14 best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
15 inform the person or persons to whom unauthorized disclosures were made of all  
16 the terms of this Order, and (d) request such person or persons to execute the  
17 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
18 A.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 Nothing in this Order shall require production of documents, information,  
22 or other material that a Party contends is protected from disclosure by the  
23 attorney-client privilege, the work product doctrine, or other privilege, doctrine,  
24 or immunity. If documents, information, or other material subject to a claim of  
25 attorney-client privilege, work product doctrine, or other privilege, doctrine, or  
26 immunity is inadvertently or unintentionally produced, such production shall in  
27 no way prejudice or otherwise constitute a waiver of, or estoppel as to, any such  
28 privilege, doctrine, or immunity. Any Producing Party that inadvertently or

1 unintentionally produces documents, information, or other material it reasonably  
2 believes are protected under the attorney-client privilege, work product doctrine,  
3 or other privilege, doctrine, or immunity may obtain the return of such documents,  
4 information, or other material by promptly notifying the Receiving Party and  
5 providing a privilege log for the inadvertently or unintentionally produced  
6 documents, information, or other material. The Receiving Party shall gather and  
7 return all copies of such documents, information, or other material to the  
8 Producing Party, except for any pages containing privileged or otherwise  
9 protected markings by the Receiving Party, which pages shall instead be  
10 destroyed and certified as such to the Producing Party.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of  
23 the specific Protected Material at issue. If a Party's request to file Protected  
24 Material under seal is denied by the Court, then the Receiving Party may file the  
25 information in the public record unless otherwise instructed by the Court.

26 13. FINAL DISPOSITION

27 After the final disposition of this Action and the New York Action, as  
28 defined in section 4, within 60 days of a written request by the Designating Party,

1 each Receiving Party must return all Protected Material to the Producing Party or  
 2 destroy such material. As used in this subdivision, “all Protected Material”  
 3 includes all copies, abstracts, compilations, summaries, and any other format  
 4 reproducing or capturing any of the Protected Material. Whether the Protected  
 5 Material is returned or destroyed, the Receiving Party must submit a written  
 6 certification to the Producing Party (and, if not the same person or entity, to the  
 7 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
 8 appropriate) all the Protected Material that was returned or destroyed and (2)  
 9 affirms that the Receiving Party has not retained any copies, abstracts,  
 10 compilations, summaries or any other format reproducing or capturing any of the  
 11 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
 12 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
 13 transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
 14 expert reports, attorney work product, and consultant and expert work product,  
 15 even if such materials contain Protected Material. Any such archival copies that  
 16 contain or constitute Protected Material remain subject to this Protective Order as  
 17 set forth in Section 4 (DURATION).

18 14. Any willful violation of this Order may be punished by civil or criminal  
 19 contempt proceedings, financial or evidentiary sanctions, reference to  
 20 disciplinary authorities, or other appropriate action at the discretion of the Court.

21 Respectfully submitted,

22 KNOBBE, MARTENS, OLSON & BEAR, LLP

23 Dated: October 7, 2022

24 By: /s/ Brandon G. Smith

25 Ali S. Razai  
 26 Jared Bunker  
 27 Brandon Smith  
 28 Holly Gordon

*Attorneys for Plaintiff*  
 SIMPLEHUMAN, LLC

1  
2 Dated: October 7, 2022

By: /s/ Barry Thompson

3 Barry Thompson  
4 James S. Blank  
Michelle Chung  
Christian S. Morgan

5 *Attorneys for Defendant*  
6 JONATHAN Y DESIGNS , INC.

7  
8 **FILER'S ATTESTATION**

9 Pursuant to Local Rule 5-4.3.4 regarding signatures. I hereby attest that the  
10 concurrence in the filing of this document has been obtained from all signatories  
11 above.

12 Dated: October 7, 2022

By: /s/ Brandon G. Smith

13  
14 Brandon G. Smith

15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

16  
17  
18 Dated: October 14, 2022

By: 

19 Honorable Margo A. Rocconi  
20 United States Magistrate Judge  
21  
22  
23  
24  
25  
26  
27  
28



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *simplehuman LLC v. Jonathan Y Designs Inc. d/b/a happiness*, 22-cv-3965-AB (MARx) (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_